KARIN KOMERC MD DOO
Br. 01/240015338
Dana 16.05.2024.
Novi Sad

UGOVOR O MEĐUSOBNOJ SARADNJI broj 00603-24

Zaključili su u Novom Sadu dana 16.05.2024. godine:

- **"KARIN KOMERC MD" DOO NOVI SAD**, ul. Novosadski put br. 128, PIB: 103726184, MB: 20009233, koga zastupa generalni direktor Krste Dubroja (u daljem tekstu: **KARIN KOMERC MD**)
- **SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-** Novi Beograd, ul.Trg Pijateljstva Srbije i Kine 4 broj stana 7, PIB: 112302292, MB: 29508739, koga zastupa direktor Yong Wang (u daljem tekstu: **SHANDONG**)

U daljem tekstu zajedno: Ugovorne strane

UVODNE ODREDBE:

Ugovorne strane su saglasne:

- Da su u Beogradu dana 03.02.2022. godine zaključile Podizvođački ugovor o građevinarstvu i železničkom inženjerstvu (Deo NS-II) Projekta modernizacije i rekonstrukcije mađarsko-srpske železničke veze na teritoriji Republike Srbije za deonicu Novi Sad- Subotica- granični prelaz (Kelebija), zaveden kod KARIN KOMERC MD pod poslovnim brojem 01/220002231, a kod SHANDONGA pod poslovnim brojem 2022- ERGS-XSTL-ZY-002 (u daljem tekstu: Projekat).
- Da se tokom realizacije Projekta stvorila potreba za proširenjem postojeće međusobne saradnje i da se u skladu sa tim prava i obaveze Ugovornih strana regulišu.

PREDMET UGOVORA

Član 1

SHANDONG je dao Ponudu broj 01/240007080

COOPERATION CONTRACT number 00603-24

Signed in Novi Sad on May 16th ,2024.:

- **"KARIN KOMERC MD" DOO NOVI SAD**, ul.Novi Sad road no. 128, PIB: 103726184, MB: 20009233, represented by director Krste Dubroja (hereinafter: **KARIN KOMERC MD)**
- **SHANDONG LUQIAO GROUP CO. LTD BRANCH BELGRADE** - New Belgrade, Trg Pijateljstva Srbije i Kine 4, apartment number 7, PIB: 112302292, MB: 29508739, represented by director Yong Wang (hereinafter: **SHANDONG)**

(Hereinafter together: **Contracting parties)**

INTRODUCTORY PROVISIONS:

The contracting parties agree:

- That they signed the Subcontracting contract on construction and railway engineering (Part NS-II) dated February 3, 2022. in Belgrade for the project of modernization and reconstruction of the Hungarian-Serbian railway connection on the territory of the Republic of Serbia for the section Novi Sad - Subotica - border crossing (Kelebija), registered with KARIN KOMERC MD under business number 01 /220002231, and at SHANDONG under business number 2022- ERGS-XSTL-ZY-002 (hereinafter: Project);
- That during the realization of the Project, the need for expanding the existing mutual cooperation was created and that the rights and obligations of the Contracting Parties are regulated accordingly.

SUBJECT OF THE CONTRACT

Article 1

SHANDONG issued Offer number

od dana _____. godine, koja čini sastavni deo ovog Ugovora (u daljem tekstu: Ponuda 1) za kupoprodaju gotovog transportnog betona, koja obuhvata aditiv za redukciju vode za sve marke betona, koju Ponudu 1 je KARIN KOMERC MD prihvatio.

KARIN KOMERC MD je dao Ponudu broj 01/240000784 od dana 06.03.2024.. godine, koja čini sastavni deo ovog Ugovora (u daljem tekstu: Ponuda 2) za isporuku frakcija, koju je SHANDONG prihvatio.

Ovim ugovorom Ugovorne strane ugovaraju kupoprodaju građevinskog materijala i to da:

- SHANDONG prodaje gotov transportni beton KARIN KOMERC MD, u skladu sa Ponudom 1.
- KARIN KOMERC MD prodaje Frakcije SHANDONGU, u skladu sa Ponudom 2.

Ponuda 1 I Ponuda 2 predstavljaju sastavni deo ovog Ugovora.

Ugovorne strane saglasno konstatuju da je do dana potpisivanja ovog Ugovora već došlo do međusobne isporuke ugovorenih materijala po Ponudi 1 i Ponudi 2, i to:

- SHANODNG je u skladu sa Ponudom 1 isporučio beton prema KARIN KOMERC MD u količini od 3.902,1 m^3 zaključno sa 9. aprilom;
- KARIN KOMERC MD je u skladu sa Ponudom 2 isporučio frakciju prema SHANDONG-u u količini od 105,38t zaključno sa 9. aprilom.

Ugovorne strane saglasno konstatuju da do dana potpisivanja ovog ugovora nije bilo međusobnih plaćanja po osnovu isporučenog materijala.

OBAVEZE UGOVORNIH STRANA PRILIKOM KUPOPRPODAJE GOTOVOG TRANSPORTNOG BETONA

01/240007080 dated on _____., which is an integral part of this Contract (hereinafter: Offer 1) for the purchase and sale of ready-mix concrete, which includes an additive for water reduction for all brands of concrete, which Offer 1 KARIN KOMERC MD accepted.

KARIN KOMERC MD issued Offer number 01/240000784dated on March 06th, 2024., which is anintegral part of this Contract (hereinafter: Offer 2) for the delivery of fractions, which SHANDONG accepted.

With this contract, the Contracting Parties agree on the purchase and sale of construction materials and that:

- SHANDONG sells ready-mixed concrete KARIN KOMERC MD, in accordance with Offer 1.
- KARIN KOMERC MD sells Fractions to SHANDONG, in accordance with Offer 2.

Offer 1 and Offer 2 constitute an integral part of this Contact.

The contracting parties agree that by the date of signing this Contract, there has already been a mutual delivery of the contracted materials under Offer 1 and Offer 2, namely:

- In accordance with Offer 1, SHANODNG delivered concrete as of April 9th to KARIN KOMERC MD in the amount of 3,902.1 m^3;
- KARIN KOMERC MD, in accordance with Offer 2, delivered the fraction as of April 9th to SHANDONG in the amount of 105.38t.

The contracting parties agree that until the date of signing this contract, there were no mutual payments based on the delivered material.

OBLIGATIONS OF THE CONTRACTING PARTIES DURING THE PURCHASE AND SALE OF READY-MADE TRANSPORT CONCRETE

Član 2

Obaveze SHANDONGA su:

Da prema dispoziciji KARIN KOMERC MD isporuči naručenu robu, standardnog kvaliteta, u skladu sa Ponudom 1 u pogledu: količine, kvaliteta, rokova, načina i cene, kao i da isporuči robu koja je predmet ovog Ugovora u roku i količini navedenoj u porudžbenici KARIN KOMERC MD (za ukupne ugovorene količine molimo pogledajte Prilog). SHANDONG garantuje da dnevno može da isporuči do 250 m3 gotovog betona.

- da za potrebe spravljenja betona koristiti isključivo frakciju nabavljenu od strane KARIN KOMERC MD u skladu sa ovim Ugovorom.
- Da prilikom potpisivanja ovog ugovora, a najkasnije prilikom isporuke, dostavi KARIN KOMERC MD atestno - tehničku dokumentaciju za svaku stavku po Ponudi 1, koja dokazuju da je beton zadovoljavajućeg kvaliteta.
- da će na zahtev KARIN KOMERC MD dodati aditiv ubrzivač ili aditiv usporivač po ceni od 3,5 EUR/m3.
- Da uredno izda račun za isporučeni beton.
- Da dozvoli prisustvo ovlašćenog stručnog lica KARIN KOMERC MD, radi kontrole nad procesom spravljanja betona po recepturi KARIN KOMERC MD.

Obaveze KARIN KOMERC MD su:

- Da blagovremeno, dostavljanjem pisanog zahteva putem telefona ili e-mail-a, naruči ugovoreni građevinski materijal sa naznačenim paritetom i

Article 2

Obligations of SHANDONG are

- According to the disposition of KARIN KOMERC MD, deliver the ordered goods, of standard quality, in accordance with Offer 1 in terms of: quantity, quality, terms, method and price, as well as to deliver the goods that are the subject of this Contract within the term and quantity specified in the KARIN KOMERC MD purchase order (please see the attachment for the total contract quantity)..SHANDONG guarantees that it deliver to up 250 m3 of ready concrete per day.
- To use exclusively the fraction procured from KARIN KOMERC MD for the purposes of making concrete, in accordance with this Contract
- To deliver to KARIN KOMERC MD certification and technical documentation for each item under Offer 1, which prove that the concrete is of satisfying quality, upon signing this contract, and at the latest upon delivery.
- that upon request, KARIN KOMERC MD will add additive accelerator or additive retarder at a price of 3.5 EUR/m3.
- To properly issue an invoice for the delivered concrete.
- To allow the presence of an authorized professional KARIN KOMERC MD, in order to control the process of making concrete according to the KARIN KOMERC MD recipe.

Obligations of KARIN KOMERC MD are:

- To order the subject construction material with the indicated parity and address of the place of delivery in a timely manner, by submitting a

adresom mesta isporuke.

- Da obezbedi siguran pristup vozilu mestu istovara građevinskog materijala, kao i da osigura sam istovar, kako ne bi došlo do oštećenja materijala i sredstava (opreme) SHANDONGA i KARIN KOMERC MD.
- Da dnevne porudžbenice pošalje SHANDONGU najkasnije 24h pre isporuke putem telefona ili e-mail- a.
- Da može da nastavi preuzimanje betona u skladu sa uslovima predviđenim ovim Ugovorom i Ponudom 1., nakon što SHANDONG ispuni svoju obavezu iz člana 3. Stav 2. Tačka 6.
- Vršenje prethodne probe zasve klase betona.
- KARIN KOMERC MD ima obavezu da u roku od 1 sata od potpisivanja Ugovora obezbedi SHANDONGU recepturu za beton koja zadovoljava proizvodne zahteve.

U slučaju da SHANDONG padne u docnju – ne isporuči beton u ugovorenim rokovima, KARIN KOMERC MD ima pravo na ugovornu kaznu u iznosu od 0,9 % od prodajne vrednosti neisporučenog betona za svaki dan zakašnjenja, s tim da ukupan iznos ugovorne kazne ne može preći 10% od procenjene vrednosti ovog Ugovora. U slučaju više sile, poput vremenskih nepogoda, kvara opreme i neblagovremene isporuke sirovina, KARIN KOMERC MD neće naplatiti ugovornu kaznu.
KARIN KOMERC MD će, u slučaju iz prethodnog stava, izdati dokument - Obračun naknade štete u skladu sa ovim Ugovorom i zadržava pravo da za taj iznos umanji iznos potraživanja koji SHANDONG ima prema KARIN KOMERC MD.

OBAVEZE UGOVORNIH STRANA PRILIKOM KUPOPRPODAJE FRAKCIJA

written request via phone or e-mail.

- To ensure safe access for vehicle to the place of unloading of construction materials, as well as to ensure the unloading itself, in order not to damage the materials and equipment of SHANDONG and KARIN KOMERC MD.
- To send daily orders to SHANDONG no later than 24 hours before delivery by phone or e- mail.
- To be able to continue taking concrete in accordance with the conditions stipulated in this Contract and Offer 1., after SHANDONG fulfills its obligation from Article 3. Paragraph 2. Item 6.
- Performing a preliminary test for all classes of concrete
- Within 1 hour after signing the contract, KARIN KOMERC MD needs to provide SHANDONG with a concrete mix ratio that can meet production requirements.

In case that SHANDONG does not deliver concrete within the agreed terms, KARIN KOMERC MD is entitled to charge a contractual penalty in the amount of 0.9% of the sales value of the undelivered concrete for each day of delay, with the total amount of the contractual penalty not exceeding 10% of the estimated value of this Contract. In case of force majeure, such as weather reasons, equipment failure, and untimely supply of raw materials, KARIN KOMERC MD will not charge a contractual penalty.

KARIN KOMERC MD will, in the case from the previous paragraph, issue a document - Calculation of damages in accordance with this Contact, and reserves the right to reduce by such amount the amount of payment that KARIN KOMERC MD should make to SHANDONG under this Contract.

OBLIGATIONS OF THE CONTRACTING PARTIES DURING THE PURCHASE AND SALE

Član 3

Obaveze KARIN KOMERC MD su:

- Obezbeđivanje frakcije odgovarajućeg kvaliteta.
- Da prema dispoziciji SHANDONGA, a najkasnije 24h pre isporuke, isporuči naručenu robu, standardnog kvaliteta, u skladu sa Ponudom 2 u pogledu: količine, kvaliteta, rokova, načina i cene, kao i da isporuči robu koja je predmet ovog Ugovora u roku i količini navedenoj u porudžbenici SHANDONGA (za ukupne ugovorene količine molimo pogledajte Prilog). KARIN KOMERC MD garantuje da može dnevno da isporuči do 200 t frakcije I, dok frakciju II i frakciju III može da isporuči u količinama preciziranim u Prilogu.
- Da na otpremnici koja prati robu iskaže utovarenu količinu frakcije (na baždarenoj vagi u KARIN KOMERC MD) bez umanjenja procenta vlažnosti ako vlažnost iznosi do 5 % I količinu frakcije sa odbijenim procentom vlažnosti u slučaju da procenat vlažnosti iznosi preko 5 %, u skladu sa izveštajem akreditovane Laboratorije za beton koju poseduje KARIN KOMERC MD. Ugovorne strane su saglasne da je do 5 % prihvatljiv procenat vlažnosti ukoliko procenat vlažnosti bude do prihvatljivog procenta na otpremnici koja prati robu neće biti iskazanog umanjenja, u slučaju da je procenat vlažnosti veći od 5 % biće iskazano umanjenje utovarene frakcije do prihvatljivog procenta. Kontrolu isporučene količine i vlažnosti frakcije će vršiti SHANDONG ukoliko dodje do odstupanja u količini i vlažnosti SHANDONG će se obratiti putem e-mail KARIN KOMERC MD, odgovorno

OF FRACTIONS

Article 3

Obligations of KARIN KOMERC MD are:

- To ensure fraction of appropriate quality.
- To deliver the ordered goods, and no later than 24 hours before delivery, of standard quality in accordance with Offer 2 in terms of: quantity, quality, terms, method and price, as well as deliver the goods that are the subject of this Contract within the time and quantity specified in SHANDONG's purchase order, at SHANDONG's disposition (please see the attachment for the total contract quantity).KARIN KOMERC MD guarantees that is can deliver to up 200 t of fraction I per day, while it can deliver fraction II and fraction III in the quantities specified in attachment
- To state on the delivery note accompanying the goods the loaded quantity of the fraction (on a weight scale in KARIN KOMERC MD), without reducing the humidity percentage if the humidity is up to 5% in accordance with the report of the accredited Concrete Laboratory owned by KARIN KOMERC MD. The contracting parties agree that up to 5% is an acceptable percentage of humidity, if the percentage of humidity is up to an acceptable percentage on the shipping note that accompanies the goods, no reduction will be shown, in case the percentage of humidity is greater than 5%, a reduction of the loaded fraction will be shown up to an acceptable percentage. SHANDONG will control the delivered quantity and humidity of the fraction. If there is a deviation in the quantity and humidity, SHANDONG will contact

lice ispred KARIN KOMERC MD će izaći na teren i sastaviće se zapisnik kojim će se konstatovati stvarna količina i vlažnost frakcije. Ukoliko su odstupanja u utovenoj količini preko 300 kg, obe ugovorne strane su saglasne da će prihvatiti srazmerno polovinu od nastalog odstupanja.

- KARIN KOMERC MD će izdavati mesečne fakture za sve isporuke frakcije po Ponudi 2.
- Da izvrši plaćanje prema SHANDONG-u za isporučeni beton u roku od 30 dana od dana izdavanja ispravnog računa od strane SHANDONG-a.

KARIN KOMERC MD by e-mail, the responsible person in front of KARIN KOMERC MD will go to the field and a report will be drawn up, which will state the actual quantity and moisture fraction. If deviations in the fattened quantity are over 300 kg, both contracting parties agree to accept proportionally half of the resulting deviation.

- KARIN KOMERC MD will issue monthly invoices for all deliveries of the fraction under Offer 2.
- To make payment to SHANDONG for the delivered concrete within 30 days from the date of issuance of a correct invoice by SHANDONG.

Obaveze SHANDONGA su:

- Dostavljanje dinamike isporuke, davanje naloga za isporuku koji mora biti dostavljen KARIN KOMERC MD minimum 24h pre same isporuke.
- Da ovlašćeno lice SHANDONGA overi prijem frakcija.
- Da obezbedi siguran pristup vozilu mestu istovara frakcija, kao i da osigura sam istovar, kako ne bi došlo do oštećenja materijala i sredstava (opreme) KARIN KOMERC MD i SHANDONGA. Ukoliko SHANDONG ne obezbedi uslove za siguran i bezbedan pristup gradilištu, KARIN KOMERC MD ima pravo da ne izvrši isporuku frakcija koji su predmet ovog ugovora, a svi troškovi koji zbog toga nastanu padaju na teret SHANDONGA.
- Da u roku od 30 radna dana od dana potpisivanja ovog ugovora izvrši plaćanje za frakciju po izdatim ispravnim fakturama KARIN KOMERC

Obligations of SHANDONG are:

- To deliver the delivery dynamics, to give the order delivery, which must be delivered to KARIN KOMERC MD at least 24 hours before delivery.
- That an authorized person of SHANDONG certify the receipt of the fractions.
- To ensure safe vehicle access to the place of unloading of fractions, as well as to ensure the unloading itself, so that there is no damage to materials and equipment of KARIN KOMERC MD and SHANDONG. If SHANDONG does not provide the conditions for safe and secure access to the construction site, KARIN KOMERC MD has the right not to deliver the fractions that are the subject of this contract, and all costs incurred as a result shall be charged to SHANDONG.
- To make payment for the fraction within 30 working days from the date of signing this contract according to the issued correct invoices KARIN KOMERC MD.

MD.

- Da, imajući u vidu količinu betona koju je do dana potpisivanja ovog Ugovora preuzeo KARIN KOMERC MD (član 1. Stav 3 ovog Ugovora), najkasnije u roku od 10 dana od potpisivanja ugovora, preuzme od KARIN KOMERC MD frakciju u količini od minimalno 7.023,78 t, a sve u skladu sa Ponudom 2, a preostalu količinu frakcije po Ponudi 2, preuzme od KARIN KOMERC MD, prateći dinamiku preuzimanja betona od strane KARIN KOMERC MD.SHANDONG se obavezuje da srazmerno preuzetoj količini betona od strane KARIN KOMERC MD preuzme frakciju u odnosu 1 m3 betona za 1,8 t frakcije.

U slučaju da KARIN KOMERC MD ne isporuči frakciju u ugovorenim rokovima, SHANDONG ima pravo na ugovornu kaznu u iznosu od 0,9 % od prodajne vrednosti neisporučenih frakcija za svaki dan zakašnjenja, s tim da ukupan iznos ugovorne kazne ne može preći 10% od procenjene vrednosti ovog Ugovora. U slučaju više sile, poput vremenskih nepogoda, kvara opreme i neblagovremene isporuke sirovina, SHANDONG neće naplatiti ugovornu kaznu.SHANDONG će, u slučaju iz prethodnog stava, izdati dokument - Obračun naknade štete u skladu sa ovim Ugovorom i zadržava pravo da za taj iznos umanji iznos potraživanja koji KARIN KOMERC MD ima prema SHANDONGU

- Taking into account the amount of concrete that KARIN KOMERC MD took over by the date of signing this Contract (Article 1. Paragraph 3 of this Contract), within 10 days from the signing of the contract at the latest, take over from KARIN KOMERC MD a fraction in the amount of at least 7,023, 78 t, all in accordance with Offer 2, and the remaining quantity of the fraction according to Offer 2, will be taken over from KARIN KOMERC MD, following the dynamics of taking concrete by KARIN KOMERC MD. SHANDONG undertakes to take over the fraction of 1 m3 of concrete for 1.8 t of fraction in proportion to the quantity of concrete taken over by KARIN KOMERC MD.
- In case that KARIN KOMERC MD does not deliver fraction within the agreed terms, SHANDONG is entitled to charge a contractual penalty in the amount of 0.9% of the sales value of the undelivered fraction for each day of delay, with the total amount of the contractual penalty not exceeding 10% of the estimated value of this Contract. In case of force majeure, such as bad weather, equipment failure and untimely delivery of raw materials, SHANDONG will not charge a contractual penalty. SHANDONG, in the case from the previous paragraph, will issue a document - Calculation of damages in accordance with this Agreement and reserves the right to reduce by that amount the amount of claims that KARIN KOMERC MD has against SHANDONG

CENE I USLOVI PLAĆANJA GOTOVOG TRANSPORTNOG BETONA

Član 4

SHANDONG će za izvršene isporuke vršiti mesečno fakturisanje za isporučeni gotov transportni beton po Ponudi 1. Mesečna faktura se izdaje sa datumom prometa na poslednji dan meseca. Obavezan prilog svake fakture predstavlja obostrano potpisna otpremnica.

Ugovorne strane su saglasne da se isporuka betona vrši od strane SHANDONGA po fiksnoj ceni transporta koja iznosi 12 eur/m3 bez uračunatog PDV-a, po srednjem kursu NBS na dan prometa usluga, koji će iznos biti iskazan na fakturi KARIN KOMERC MD. U slučaju dužeg zastoja miksera, neće obračunavati cena zadržavanja miksera.

Ugovorne strane su saglasne da će se plaćanje vršiti odloženo, 30 dana od dana dostavljanja ispravne fakture po Ponudi 1, u skladu sa potpisanom otpremnicom po prijemu građevinskog materijala.

CENE I USLOVI PLAĆANJA FRAKCIJA

Član 5

KARIN KOMERC MD se obavezuje da vrši mesečno fakturisanje za isporuku frakcija po Ponudi 2. Obavezan prilog svake fakture predstavlja obostrano potpisna otpremnica.

Ugovorne strane su saglasne da KARIN KOMERC MD vrši isporuku frakcija vrši po fiksnoj ceni transporta koja iznosi 725 RSD/t bez uračunatog PDV-a, a koja će cena biti iskazana na fakturi SHANDONG-a.

Ugovorne strane su saglasne da će se plaćanje po Ponudi 2 vršiti odloženo, 30 dana od dana dostavljanja ispravne fakture, u skladu sa potpisanom otpremnicom po prijemu

PRICES AND PAYMENT TERMS OF READY-MADE CONCRETE

Article 4

For completed deliveres, SHANDONG will mounthly invoice for the delivered ready-mix concrete according to Offer 1. The monthly invoice is issued with the transaction date on the last day of the month.The mandatory attachment of each invoice is a mutually signed delivery note.

The Contracting parties agree that the delivery of concrete is carried out by SHANDONG at a fixed transport price of 12 eur/m3 excluding VAT, at the middle exchange rate of the NBS on the day of service turnover, which amount will be shown on the invoice of KARIN KOMERC MD.

In the case of longer hold-up of the mixer, the price of holding the mixer will not be calculated.

The contracting parties agree that the payment will be delayed, 30 days from the day of delivery of the correct invoice, in accordance with the signed delivery note upon receipt of the construction material.

PRICES AND TERMS OF PAYMENT OF FRACTIONS

Article 5

KARIN KOMERC MD is obliged to mounthly invoice delivery of fractions according to Offer 2. The obligatory attachment of each invoice is a delivery note signed by both Contracting parties.

The contracting parties agree that KARIN KOMERC MC delivers fractions at a fixed transport price of RSD 725/t excluding VAT, which price will be shown on SHANDONG's invoice.

The contracting parties agree that payment under Offer 2 will be delayed, 30 days from the date of delivery of the correct invoice, in accordance with the signed delivery note upon receipt of the construction materials.

In the capacity of securing payment under this

građevinskog materijala.

Član 6

Ugovorne strane su saglasne da će obračun za beton i frakcije biti na mesečnom nivou.Obe ugovorne strane će za isporučeni materijal izdati elektronsku fakturu preko SEF-a, a sve u skladu sa Zakonom o elektronskom fakturisanju.
Ugovorne strane su dužne da u roku od 3 radna dana prihvate/odbiju fakturu na SEF-u. U slučaju odbijanja fakture, dužne su da pisanim putem dostave precizno obrazloženje razloga odbijanja. Ukoliko je odbijanje osnovano, obaveza obe Ugovorne strane je izdavanje korigovane fakture. Nakon ponovnog izdavanja fakture, KARIN KOMERC MD/SHANDONG su dužni da u roku od 3 dana prihvate fakturu na SEF- u.

Član 7

Obe Ugovorne strane su saglasne da je sastavni deo ovog ugovora Spisak ovlašćenih lica za prijem robe za svaku Ugovornu stranu, u kome su za svako lice sadržani sledeći podaci: ime i prezime, broj lične karte i potpis ovlašćenog lica (Prilog 1 I Prilog 2).
Ukoliko preuzimanje građevinskog materijala nije izvršeno, svi troškovi nastali oko pripreme građevinskog materijala, kao i nastala šteta padaju na teret one Ugovorne strane koja je prouzrokovala štetu.

VIŠA SILA

Član 8

Obe Ugovorne strane su saglasne da se mogu odložiti pojedine isporuke, u slučajevima događanja koja se nisu mogla predvideti u vreme sklapanja ugovora niti su iste mogle izbeći ili savladati u granicama svog uobičajenog poslovanja.

Article 6

The contracting parties agree that the settlement period for concrete and fraction amounts shall be monthly. Both contracting parties will issue an electronic invoice for the delivered material via SEF, all in accordance with the Law on Electronic Invoicing.
The contracting parties are obliged to accept/reject the invoice on SEF within 3 working days. In case of rejection of the invoice, they are obliged to precise a written explanation of the reason for the rejection. If the rejection is justified, the obligation of both Contracting parties is to issue a corrected invoice. After reissuing the invoice, KARIN KOMERC MD/SHANDONG are obliged to accept the invoice at SEF within 3 days.

Article 7

Both Contracting parties agree that an integral part of this contract is the List of authorized persons for receiving goods for each Contracting Party, which contains the following information for each person: first and last name, ID number and signature of the authorized person (Annex 1 and Annex 2)
.
If the construction material has not been taken over, all costs incurred for the preparation of the construction material, as well as the resulting damage, shall be charged to the Contracting party that caused the damage.

FORCE MAJEURE

Article 8

Both Contracting parties agree that individual deliveries may be prolonged, in the cases that could not have been predicted at the time of the conclusion of the contract, or could not have been avoided or prevented within the limits of their usual business.

O neophodnosti odlaganja isporuke, u skladu sa prethodnim stavom ovog člana, Ugovorne strane su dužne da obaveste jedna drugu i da dogovore novi rok isporuke građevinskog materijala.

In accordance with the previous paragraph of this article, the Contracting parties are obliged to inform each other about the necessity of prolonging the delivery and to agree on a new deadline for the delivery of construction materials.

KVALITET

Član 9

Obe ugovorne strane garantuju ugovoreni kvalitet proizvoda.

U slučaju reklamacije, KARIN KOMERC MD i SHANDONG će angažovati nezavisnu ovlašćenu laboratoriju (u daljem tekstu: Laboratorija) radi ispitivanja i utvrđivanja kvaliteta reklamiranog proizvoda. Uzorkovanje materijala čiji se kvalitet ispituje vršiće se obavezno u prisustvu ovlašćenih predstavnika KARIN KOMERC MD i SHANDONGA. Troškove ovog laboratorijskog ispitivanja od strane Laboratorije snosiće ugovorna strana koja nije bila u pravu u pogledu navoda o kvailtetu proizvoda.

Lice koje smatra da je oštećeno podnosi zahtev za rešenje reklamacije, uz koji je dužan da priloži zapisnik o reklamaciji i račun za kupljenu robu. Zahtev se neće uzimati u razmatranje bez navedene dokumentacije.

Sve reklamirane isporuke za koje se utvrdi da imaju nedostatak po pitanju kvaliteta ili ne odgovaraju zahtevima biće vraćene drugoj strani na njen trošak.

QUALITY

Article 9

Both Contracting parties guarantee the agreed quality of the product.

In the event of a reclamation, KARIN KOMERC MD and SHANDONG will engage an independent authorized laboratory (hereinafter: Laboratory) to test and determine the quality of the advertised product. Sampling of materials whose quality is testèd must be done in the presence of authorized persons of KARIN KOMERC MD and SHANDONG.

The costs of this laboratory test by the Laboratory will be charged to the contracting party who was wrong for doubting about the quality of the product.

A person who believes that has been damaged submit a request for a resolving the reclamation, with which he is obliged to attach the note of the reclamation and the invoice for the purchased goods. The request will not be considered without the above documentation. Any advertised deliveries found to have a lack of quality or do not coresponding to the requests will be returned to the other contract party at its expense

KOLIČINA

Član 10

Obe ugovorne strane su dužne da utvrde količinu isporučenè robe (betona ili frakcija), što potvrđuju potpisivanjem otpremnice.

Eventualne primedbe na količinu robe, obe ugovorne strane dostavljaju pisanim putem, a prilikom preuzimanja robe dužne su da sačine

QUANTITY

Article 10

Both Contracting parties are obliged to determine the quantity of delivered goods (concrete or fractions), which they confirm by signing the delivery note.

Possible remarks to the quantity of goods both Contracting parties submit in writing, and when taking over the goods, they are obliged to make

pisani zapisnik o vrsti i količini robe, prevozniku, registarskoj tablici vozila i taj zapisnik bez odlaganja pošalju.
Ukoliko neka ugovorna strana reklamira nedostatke na isporučenim količinama robe, Ugovorne strane će zajedno, objektivno, utvrditi opravdanost reklamacije.

ZAVRŠNE ODREDBE

Član 11

Ugovorne strane su saglasne da se na sve odnose proizašle iz ovog ugovora, a koji nisu izričito regulisani ovim ugovorom, primenjuju Opšte uzanse za promet robom, Zakona o obligacionim odnosima i Pravilnika o tehničkim normativima za beton i armirani beton.

Član 12

Izmene i dopune ovog ugovora moguće su isključivo u pisanom obliku, u formi aneksa.

Član 13

Ugovorne strane su saglasne da, ukoliko postoje razlike u srpskoj i engleskoj verziji ovog ugovora, verzija na srpskom jeziku je primarnog i prioritetnog značaja i u slučaju neslaganja primenjuje se verzija na srpskom jeziku.

Član 14

Ugovorne strane će, u duhu dobre poslovne saradnje sve eventualne sporove proizašle iz ovog ugovora, nastojati da reše međusobnim dogovorom. U protivnom, za rešavanje sporova biće nadležan Privredni sud u Novom Sadu.

Član 15

a written record of the type and quantity of goods, the carrier, the vehicle's plate and send that record without delay. If a Contracting party complains about defects in the delivered quantities of goods, the Contracting Parties will together, objectively, determine the justification of the complaint.

FINAL REGULATIONS

Article 11

The Contracting parties agree that on all relations arising from this contract, which are not entirely regulated by this contract should be regulated by the General Regulations for the sale of goods, the Law on Obligations and the Rulebook on Technical norms for concrete and reinforced Concrete.

Article 12

Changes and additions to this contract are possible only in writing, in the form of an annex.

Article 13

The Contracting parties agree that, if there are differences between the Serbian and English versions of this contract, the version in the Serbian language has the primary and priority importance and in case of disagreement, shall be applied version on serbian language.

Article 14

The Contracting parties, in the spirit of good business cooperation, will try to resolve all possible disputes arising from this contract by mutual agreement. Otherwise, the Commercial Court in Novi Sad will be responsible for resolving disputes.

Article 15

Each Contracting party may unilaterally, in

Svaka ugovorna strana može jednostrano, pisanim putem, raskinuti ovaj ugovor u slučajevima ako druga ugovorna strana bez opravdanih razloga ne izvrši preuzete ugovorene obaveze.

Otkazni rok je 30 dana od dana prijema zahteva za otkaz ugovora, a isti može biti pisanim putem drugačije dogovoren.

Ugovor je sačinjen u 4 (četiri) istovetnih primeraka, od kojih svaka Ugovorna strana zadržava po 2 (dva) primerka.

writing, terminate this contract in cases where the other contracting party does not fulfill its contractual obligations without justified reasons.

The cancellation period is 30 days from the date of receipt of the request for cancellation of the contract, and it can be differently agreed in writing form.

The contract is made in 4 (four) identical copies, of which each Contracting party retains 2 (two) copies.

KARIN KOMERC MD

Direktor, Krste Dubroja

SHANDONG

Direktor, Yong Wang

KARIN KOMERC MD

Director, Krste Dubroja

SHANDONG

Director, Yong Wang

KOMERCIJALA:	
TEHNIČKI SEKTOR:	
LJUDSKI RESURSI I OPŠTI POSLOVI:	
OPREMA I MEHANIZACIJA:	
FINANSIJE:	
PRAVNI SEKTOR:	
I.T. I MARKETING:	

Quantity of Concrete

No.	type		UNIT	Quantity
1	Concrete	C12/15	m^3	1880
2	Concrete	C16/20	m^3	1480
3	Concrete	C20/25	m^3	230
4	Concrete	C25/30	m^3	1520
5	Concrete	C30/37	m^3	110
6	Concrete	C30/37, XC2, XA1, V-I	m^3	20
7	Concrete	C30/37, XC2, XA1, V-II	m^3	950
8	Concrete	C30/37, XC4,XD1,XF2,V-II	m^3	80
9	Concrete	C30/37, XC4, XF1,V-I	m^3	950
10	Concrete	C30/37, XC4,,XF1,V-II	m^3	1030
11	Concrete	C35/45 XC4,XF1,V-II	m^3	300
12	Concrete	C45/55	m^3	20
13	Concrete	C30/37 XC4 XF1 XD1 PV-11	m^3	60
14	Concrete	C30/37 XC2 XF1 XD1 PV-11	m^3	280
15	Concrete	C30/37 M-200 V-11	m^3	320
16	Concrete	C40/50 XD3 XF4 PV-II	m^3	270

SDHS Concrete offer

No.		type		UNIT	Unit price
1	Exclude shipping price	Concrete	C12/15	m³	80.5
2		Concrete	C16/20	m³	98.5
3		Concrete	C20/25	m³	100.5
4		Concrete	C25/30	m³	103.5
5		Concrete	C30/37	m³	106.5
6		Concrete	C30/37, XC2, XA1 ,V-I	m³	109.5
7		Concrete	C30/37, XC2, XA1 ,V-II	m³	109.5
8		Concrete	C30/37, XC4,XD1, XF2,V-I	m³	113.5
9		Concrete	C30/37, XC4,XD1, XF2,V-II	m³	113.5
10		Concrete	C30/37, XC4, XF1,V-I	m³	112.5
11		Concrete	C30/37, XC4,,XF1, V-II	m³	112.5
12		Concrete	C30/37, XC4,XF3,V-III	m³	115.5
13		Concrete	C30/37,XC2,V-I	m³	109.5
14		Concrete	C30/37,XC2,V-II	m³	109.5
15		Concrete	C30/37 XC2,PV-II-ŠIP	m³	117.5
16		Concrete	C35/45 XC4,XF1,V-II	m³	114.5
17		Concrete	C35/45,XC4 XD3 XF4 V-III MS-S2	m³	119.5
18		Concrete	C45/55	m³	118.5
19		Concrete	C45/55, XC4,XD1, XF2,V-I	m³	119.5
20		Concrete	C45/55, XC4,XD1, XF2,V-II	m³	119.5
21		Concrete	C30/37 XC4 XF1 XD1 PV-11	m³	112.5
22		Concrete	C30/37 XC2 XF1 XD1 PV-11	m³	112.5
23		Concrete	C30/37 M-200 V-11	m³	117.5
24		Concrete	C40/50 XD3 XF4 PV-II	m³	120.5
25	Additive(exclude water reducer)			m³	3.5
26	Transportation costs			m³	12
27	Pumping Concrete Cost	36m Pump truck		m³	7
28		42m Pump truck		m³	8
29		48m Pump truck		m³	9
30		Pump truck transfer fee outside Backa Topola		km	1

Quantity of fraction

No.	Type		Unit	Quantity
1	Frcation 1	0-4mm	T	7420
2	Frcation 2	4-8mm	T	3300
3	Frcation 3	8-16mm	T	5770

KARIN KOMERC MD D.O.O. Novi Sad
Novosadski put 128, 21000 Novi Sad, Srbija
+381 21 823 800 | office@karinmd.com
PIB>103726184 | MB>20009233

PONUDA BR. 01/240000784

Datum: 06.03.2024

06022 SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd

Trg prijateljstva Srbije i Kine 4 Broj stana 7
11070 Beograd (Novi Beograd)
PIB: 112302292
MB: 29508739

PONUDA

za isporuku agregata

Ponuda za isporuku agregata za potrebe gradilište u Bačkoj Topoli

Red br.	Materijal	JM	Količina	Osnovna cena RSD	Rabat %	Cena sa rabatom
1.	FRAKCIJA I GP_P	T	1.00	1,350.00	14.81	1,150.00
2.	FRAKCIJA II GP_P	T	1.00	1,350.00	14.81	1,150.00
3.	FRAKCIJA III GP_P	T	1.00	1,350.00	18.51	1,100.00

Cene materijala su utovareno u vozilo na paritetu naša deponija u Veterniku
Cene materijala su date bez obracunatog PDV-a
Uslugu transporta vrši isključivo Prodavac. Transport šleperima se obracunava 725 din/fco Bačka Topola (73 km)
Minimalni obracun prevoza za šlepere je 30t.
Za kolicine do 200 T potrebno je poslati pismenu porudžbinu minimum 48 h ranije od dana isporuke
Za kolicine vice od 500 T potrebno je poslati pismenu porudžbinu minimum 72 h ranije od dana isporuke
Limit ukupnog zaduženja-po dogovoru
Nacin i dinamika isporuke- za tražene količine dinamika isporuke je od 60-90 kalendarskih dana uz mogućnost korekcije na kraći period isporuke.
Ponuda važi 7 dana
Nacin placanja: 30 dana odloženo
Za neblagovremeno placanje po predmetnoj ponudi obracunavace se zatezna kamatna stopa.

Saglasan sa ponudom:

Dana:

Natasa Markovic

Dokument izdao

KARIN KOMERC MD NOVI SAD 3